

End User License Agreement for version 1.0 of the TED Course Experience (Live-timed Course)

Welcome and thank you (“You”) for licensing TED Courses from TED Conferences LLC located at 330 Hudson Street, 12th Floor, New York, NY 10013 (“TED”) a not for profit organization under our parent company TED Foundation. We are excited to introduce You to the beginning of a new learning journey.

PLEASE READ THE FOLLOWING **END USER LICENSE AGREEMENT** (“EULA”) REGARDING THE USE OF THE TED COURSES (“TED COURSE(S)"). BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND HAVE REVIEWED THE TERMS CAREFULLY. THE TERMS OF THIS EULA MAY BE UPDATED BY TED FROM TIME TO TIME IF WE ADD NEW FEATURES, MODIFY THE TERMS OR ADJUST THE PROCESS FOR ANY DATA COLLECTED REGARDING THE TED COURSES. FOR THE LATEST TERMS AND CONDITIONS, PLEASE REFER TO THE TED SITE AT COURSES.TED.COM. IN CASE YOU HAVE LICENSED THE TED COURSES IN ERROR, OR WISH TO GET A REFUND, YOU MAY DO SO WITHIN SEVEN (7) DAYS OF PURCHASE, BUT FOR ALL OTHER USERS, WE ARE EXCITED TO HAVE YOU ON BOARD! ****ALSO PLEASE NOTE AS OF MARCH 10, 2023, A NEW VERSION OF TED COURSES ARE NOW AVAILABLE VIA YOUTUBE WITH NEW TERMS THAT WILL APPLY SEE OUR WEBSITE FOR MORE INFORMATION .**

Section 1: Course Access. Prior to March 10, 2023, in order to access the TED Courses, You need to pay the applicable license fee, and create a TED.com account to obtain a **TED User ID**, which may be obtained at <https://auth.ted.com/users/new>. At sign up, it is required to provide accurate and complete information about yourself as prompted by the registration site. TED will confirm your enrollment via email and will send You a link to join the TED Courses on its start date. All TED Course users (“User(s)”) will be invited to take the TED Courses with other Users for a community type learning session taking place through our third party provider, Mighty Networks or another third party. More information about this is included in the documentation provided with the TED Courses. Each course will include video and/or audio teaching segments, reflection prompts, individual activities, community discussion questions, and optional extension resources curated from TED and third parties. While not required, TED recommends that Users complete all portions of the TED Course including video and audio segments, TED Course activities and participate in the community discussions. The community type learning session will be a timed session which corresponds to the dates defined for each TED Course. At the end of the TED Course community session, the session will end and the TED Courses will continue via self-guided materials which are downloadable for Your review. You will also be invited to continue the discussions with the alumni Users through another section of the community site.

To access TED Courses, sign up to TED.com and then follow instructions via email to join the TED Course community via our platform. These community sessions offer Users a unique opportunity to participate in the learning experience with others and are time-based (usually 6 weeks from the published start date). Once the community session closes, Users will be provided access to the TED Course for self-guided learning and archived content.

Section 2: License. The license granted to You is subject to Your payment, registration and agreement to abide by this EULA and the user terms of the TED Course, the learning community, Mighty Networks, and the guidelines provided to You through our TED Course platform. All materials that make up TED Courses are protected by copyright and are owned either directly by TED or by its licensors. This includes all updates, modifications and derivative works, such as screen shots, video clips, outlines, summaries or notes that derive from TED Courses. Your license is a right to access, participate, contribute and to use TED Courses for Your personal learning and development goals. This allows You to use screen shots, download content, and make copies of the materials, **but only for your own personal use.** Distribution or sale of any TED Courses content or materials is not permitted. In addition, You are not permitted to (i) transfer or share Your account with any third parties, (ii) publish any portion of the TED Courses to any social media or community platform, including via streaming, or other video websites; or (iii) attempt to resell, rewrite, or otherwise sublicense any portion of TED Courses worldwide. If You do so, You will be infringing TED's intellectual property rights, breaching these terms and conditions and would be subject to potential legal action and will be asked to leave the TED Course and TED community. **You may however, share the learnings and feedback You learned from TED Courses to Your friends, communities and via social media.** You may not (i) use TED Courses in any manner that could damage, disable, overburden or impair the TED Courses platform or networks; (ii) interfere with any use of the TED Courses, platform or network by others; (iii) remove content from the TED Courses; or (iv) use TED Courses in any manner that is unlawful or prohibited by law or these terms and conditions.

TED offers You a license to access TED Courses as long as You use it for Your personal use based on its guidelines and instructions. This means You cannot take portions of the TED Courses and resell it, rewrite it or edit it for any other commercial purposes such as licensing, distribution, publication or streaming online. Nor may You interfere with other Users' use of the TED Courses.

Section 3: Term. The term of this license grant begins the date of purchase and continues as long as the TED Courses are offered by TED. The license may be terminated by any of the following circumstances: (i) the end of the TED Course; (ii) upon refund of the TED Courses within the seven (7) day period from payment of the license fee; (iii) termination of the User's TED.com account; or (iv) breach of this EULA or misuse of TED Courses, to be determined solely at TED's discretion. The license shall remain in effect until terminated. For licensees after March 10, 2023, the license term will be provided by YouTube via their Paid Content End User Agreement.

The license will be in effect as long as the TED Course is offered and will continue until the course is terminated, replaced, or no longer offered, or if You are granted a refund, or this license is terminated for breach of the EULA, termination of Your TED user id or User account.

Section 4: Access to Course Community. For users prior to March, 2023, To access the community learning aspect of TED Courses, TED will enroll You in a third party community platform in which the TED Courses will be offered. **This access is time-based and involves communication and interactions with other TED Course Users.** You agree to abide by the guidelines and any third party terms and conditions on the Mighty Networks platform to ensure that conduct is aligned with TED's code of conduct at all times. If the administrators or participants of the TED Courses report or notify TED that a User is not abiding by TED's guidelines, such User is subject to removal from the platform without a refund. TED has full discretion to manage the platform and to address any issues or conflicts based on its sole decision making process. Once the TED Courses community learning session ends, Users will be moved to another part of Mighty Networks for Users to connect as alumni to the TED Courses. If access is provided to third party links, TED provides access solely for informational purposes and such links are used at Your discretion at Your own risk.

*Access to the **Course Community** is provided for a limited period of six weeks or whatever timing is provided. While participating in the Course Community, You are required to follow the TED Courses code of conduct and Mighty Networks Acceptable Use policy at all times. At the end of the timed session, access to the Course community session will be discontinued and all Users will be moved to an alumni site to connect with other TED Course Users.*

Section 5: Exclusion of Liability. TED makes no representations regarding the completeness, accuracy or experience of TED Courses or its ability to provide the program without interruption in a timely, secure or error-free manner. While TED has used best efforts to provide the most compelling learning platform, TED makes no warranty on any specific outcome, or that the TED Courses or any platform will meet User's expectations. In no event shall TED be responsible for any claims, losses, liabilities, damages, costs or expenses attributable to any failure of TED Courses to conform to any applicable warranty not disclaimed herein.

TED Courses offers content across a community learning experience aimed at providing You a new group learning perspective, increased knowledge and practical skills that can be used in Your everyday life; but TED does not guarantee any specific outcomes.

Section 6: Limitation of Liability. TED COURSES AND DOCUMENTATION ARE BEING DELIVERED "AS IS", WITHOUT WARRANTIES OF ANY KIND BY TED. IN NO EVENT WILL TED BE LIABLE TO USER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES, DIRECT OR INDIRECT, OR EXPENSES INCURRED BY USER IN CONNECTION WITH THE USE OF TED COURSES, INCLUDING LOST DATA, LOST PROFITS, BUSINESS ACTIVITIES, AND ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER IN

CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE TED COURSES, EVEN IF TED HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO CONTACT TED SUPPORT AND ADDRESS ANY REMEDIES VIA THE SUPPORT PROCESS. IN NO EVENT SHALL TED'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT PAID FOR TED COURSES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE SUPPORT REMEDY FAILS ITS ESSENTIAL PURPOSE.

TED is only responsible up to the amount You paid, and if anything goes wrong, TED support will help get it fixed.

Section 7: Indemnification. If You violate these terms, misuse TED Courses, damage or injure any third party arising from TED Courses online community, You agree to indemnify, defend and hold TED any TED representatives (including its TED Course teachers, other Users, staff or contractors involved with TED Courses) harmless from and against any and all claims, damages, losses, costs, or expenses (including reasonable attorneys' fees and expenses) which arise directly or indirectly out of or from your breach of these terms and conditions or use of TED Courses; and, any allegation that any materials that You submit to TED on any forums (e.g., message boards, chat rooms) infringe or otherwise violate the copyright, trade secret, trademark or other intellectual property rights or privacy rights of a third party). TED reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You agree to cooperate with TED in asserting any available defenses. This Section shall survive in the event this EULA is terminated for any reason.

If You violate these terms, misuse our platform or the ones we provide You access to, or upload any content that is not your own or that violates the rights of another party (privacy, ownership, etc.), You will be responsible to protect TED from any damages, costs, losses or issues and will need to cover the cost of any legal actions if they arise.

Section 8: Support. For users prior to March 10, 2023, the duration of Your license TED will provide reasonable support during business hours (9:00 AM - 5:00 PM EST) upon request by emailing course.feedback@ted.com, however no guarantee is provided regarding the response time for any issue and User acknowledges that certain issues may not ever be resolved. User agrees that TED may use any report, feedback or input provided by User related to TED Courses for any purpose, without any further consent or accounting in the development, manufacture, marketing and maintenance of TED Courses and other TED products and services, including reproduction and preparation of derivative works based upon such reports, as well as distribution of such derivative works.

TED will provide support during business hours and anything that You may share with TED during the process is information that TED can keep and use to improve its services.

Section 9: User Data. TED collects four types of User content via TED Courses based upon the categories and processes described below. Other than PII You grant TED a fully-transferable, royalty-free, perpetual, irrevocable, sub-licensable, non-exclusive, worldwide license to copy, reproduce, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the User Content, Usage and Survey Data that may be collected and uploaded from time to time based on the definitions below. In addition, by using TED Courses, You grant the non-exclusive right for any User of TED Courses to use Your User Content to share and post for learning purposes, as permitted by TED Courses.

9.1 “PII” means any personally identifiable information, including User names and email addresses that You supply to TED during the TED Courses enrollment process, or when Customer Support as described in Section 8 above, and/or in the process of completing the optional end-of-course survey. PII is processed, stored and managed in accordance with TED’s Privacy Policy. TED will use PII only to manage Users’ course enrollments and respond to customer support requests generated within a TED Course, send information about other offerings and to communicate to Users about upcoming features, news and community highlights.

9.2 “User Content” means information You upload or share based on reflection prompts, community discussion questions or activity instructions included in a TED Course. You understand that User Content will be visible to other Users enrolled in the same course and to TED staff and used by TED as publishable content to other Users for learning, marketing and promotional purposes. Your name will not be used unless You otherwise consent, which may be given via a survey form or other means explained to You. Any unused User Content will be deleted by TED no more than thirty (30) days after the end of the community session to provide room for the next timed session. You agree only to post User Content that does not violate intellectual property rights or privacy rights of another party. If TED is notified that You have posted infringing material, or is notified via our DMCA process (defined on section 5 of [TED’s terms and conditions](#)) that such material is infringing, TED will delete such content immediately. If You violate this obligation more than once, TED may terminate access to Your license.

9.3 “Usage Data” means anonymized and aggregated data related to the usage of and access to TED Courses. Usage Data will be used by TED as needed at its sole discretion to improve upon and enhance the TED Courses experience, for learning purposes, and/or integrated into the TED Courses offering as needed.

9.4 “Survey Data” means information shared by You in response to optional questions at the end of a TED Course and/or in optional end-of-course surveys. Survey Data will be used by TED as needed at its sole discretion to improve upon and enhance the TED Courses

experience, for learning purposes, and/or integrated into the TED Courses offering as needed. To the extent that You provide Survey Data, You grant TED a fully-transferable, royalty-free, perpetual, irrevocable, sub-licensable, non-exclusive, worldwide license to copy, reproduce, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use the Survey Data.

Until March, 2023, TED collects four types of User data, including personal information, which is managed by TED's privacy policy; User content; usage data; and survey data which TED will use to share with other Users and for promotional and marketing purposes to help us expand the reach of TED Courses to others. Following this time period, any data will be collected via YouTube's privacy policy.

Section 10: Representations & Warranties. You warrant, represent and agree that You will not provide any User Content or otherwise use TED Courses in a manner that (i) infringes, violates or misappropriates another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render TED in violation of any applicable laws or regulations, including without limitation, applicable privacy laws (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or otherwise violates TED's code of conduct; (iv) jeopardizes the security of Your account in any way, such as allowing someone else access to Your TED user id or password or submitting user data that contains viruses to the Mighty Network platform. Additionally, You represent, warrant and agree that (i) You possess all rights necessary to provide your Content and grant TED the rights in these Terms; (ii) You will comply with applicable laws in connection with Your use of the TED Courses, including all U.S. and foreign export laws and regulations to ensure that neither TED Courses nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

You agree not to misuse TED Courses in any way, to keep Your account secure, that You have the rights necessary to provide TED content and grant TED rights in accordance with these terms, and to abide by all applicable laws.

Section 11: TED Refund Policy. If the TED Course You licensed is not what You were expecting, You can request from TED a refund within seven (7) days of your payment of the course, and will be issued a refund from TED. For questions regarding this policy, email contact@ted.com. If we disable Your access to the TED Course due to Your violation of this EULA, You will not be eligible to receive a refund.

You have the right to a refund within 7 days of the day You purchased the course by emailing contact@ted.com for any questions about Your refund or termination.

Section 12: Choice of Law. This EULA shall be governed by the laws of the State of New York without regard to principles of conflicts of laws. In the event of a conflict or issue related to TED Courses, User agrees to address any issues by contacting support at contact@ted.com.

These terms are governed by NY law within the United States; and if You have any issues please reach out to our support at contact@ted.com.

Section 13: Survival. Sections 2, 5, 6, 7, 10 and 13 shall survive termination.

Certain terms will last beyond the license term, including how You use the product, retaining responsibility for Your actions when accessing TED Courses, that You will not misuse TED Courses and choice of law that governs our relationship.

Section 14: Entire Agreement. This EULA together with TED's Privacy Policy constitutes the entire agreement between You and TED with respect to TED Courses and supersedes all other prior representations, warranties or terms and conditions between the parties.

This agreement and our privacy policy are the only terms that apply to your use of TED Courses for users that have accessed TED Courses prior to March 10, 2023. Following that date, the YouTube Paid Content End User Terms shall apply.